

Exhibit I to Reply Comments of Voqal on Behalf of Mobile Citizen

EDUCATIONAL BROADBAND SERVICE LONG-TERM *DE FACTO* LEASE AGREEMENT

THIS Educational Broadband Service ("EBS") Long-Term *De Facto* Lease Agreement (the "Agreement") is entered into as of the date of signature of the last party to sign this Agreement (the "Effective Date"), by and between School Board of Pinellas County Florida, a Florida public school district (the "Licensee") and Clearwire Spectrum Holdings III LLC, a Nevada limited liability company ("Clearwire") (each sometimes referred to as "Party" and collectively as "Parties").

WHEREAS the Federal Communications Commission ("FCC") has authorized Licensee to operate on the EBS channels A1 and A4, and D1 and D4 (each a "Channel" and collectively, together with any associated guardband or J or K channels that may be granted, the "Channels") under the call signs WLX227 and WLX226 (each a "License" and collectively the "Licenses") in the Tampa, Florida market (the "Market");

WHEREAS, Licensee and Sprint (Bay Area), LLC (as successor-in-interest to Sprint (Bay Area) Inc.), an affiliate of Clearwire ("Clearwire Affiliate"), are parties to that certain Amended and Restated ITFS Excess Capacity Lease Agreement dated as of December 31, 2001 pursuant to which Clearwire Affiliate leases from Licensee the Excess Capacity on the Channels (the "Original Lease");

WHEREAS, the Parties desire to replace the Original Lease in its entirety with this Agreement; and

WHEREAS the Parties have agreed to enter into this Agreement for Licensee to lease to Clearwire the capacity on the Channels which, pursuant to the rules, regulations and policies of the FCC (the "FCC Rules"), can be made available for commercial use, in accordance with the terms and conditions below, and subject to FCC approval;

THEN, in consideration of the promises and covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. LEASE TERM AND RENEWAL

(a) **Initial Term and Extension.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 11, the initial term will begin on the date of issuance by the FCC of a public notice announcing the grant of the FCC Long Term Lease Application (as hereinafter defined) filed by the Parties with respect to this Agreement pursuant to Section 9 of this Agreement (the "Commencement Date"), and will end with respect to each License on the date that the then-current term of such License expires (the "Initial Term").

(b) **Renewal.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 11, this Agreement will renew with respect to each License for successive terms on the date that such License is renewed by the FCC ("Renewal Date") and expire when such renewed License expires (each, a "Renewal Term"); provided that the final Renewal Term will conclude thirty (30) years after the Commencement Date, for a maximum Agreement duration of thirty (30) years. The Renewal Terms will occur automatically unless Clearwire notifies the Licensee in writing at least twelve (12) months prior to the end of the Initial Term or any Renewal Term that it declines to renew the Agreement. The terms and conditions of this Agreement apply to each Renewal Term. The Initial Term and all Renewal Terms are collectively referred to herein as the "Term".

(c) **Renewal of License and Extension of Agreement.** If any License expires during the Initial Term and/or any Renewal Term, then this Agreement will also expire at such time with respect to the expired License unless the expired License is renewed and FCC authorization for this Agreement is extended. Licensee and Clearwire will cooperate to timely file a renewal application for the Licenses, in conjunction with a request for an extension of the then-applicable Initial Term or Renewal Term of this Agreement, to the date that is ten (10) years from the beginning of such Initial Term or Renewal Term, except that in the case of the final Renewal Term, to the

date that is thirty (30) years after the Commencement Date. This Agreement will continue to apply with respect to each License unless the FCC denies by Final Order any application for renewal of such License or extension of the Term for such License. "Final Order" means an order issued by the FCC that is in full force and effect and as to which (i) no timely filed petition for reconsideration, application for review or appeal is pending and (ii) the time for the filing of any such petition, application or appeal has passed.

2. COMPENSATION

(a) **Monthly Fee.** Beginning within ten (10) business days of the Commencement Date, and on the first day of each month thereafter throughout the Term, Clearwire will pay Licensee a monthly fee as specified in the attached Schedule 2(a) (the "Monthly Fee") for use of the capacity of the Channels in excess of Licensee's Reserved Capacity (as defined in Subsection 5(b) below) (the "Excess Capacity"). The Monthly Fee due for any partial calendar month, at the commencement of the Initial Term or expiration of the Term, will be prorated accordingly. Clearwire's obligation to pay the Monthly Fee is subject to Licensee delivering to Clearwire a completed IRS Form W-9 (attached hereto as Exhibit A).

(b) **Adjustment to Monthly Fee.** The Monthly Fee will be reduced or increased on a pro rata basis during the Term of this Agreement in the event that: (i) the amount of Clearwire Capacity (as defined in Subsection 5(a) below) increases or decreases from the amount of Clearwire Capacity available as of the Effective Date, or (ii) there is a change in the size or location of the Geographic Service Area ("GSA") for any Channel as compared to the GSA that exists as of the Effective Date. For the purpose of the foregoing, the pro-ration of the Monthly Fee with respect to increases or decreases in Clearwire's Capacity will be based on the number of megahertz ("MHz") of capacity made available to Clearwire as a result of such increase or decrease as compared to the number of MHz of capacity contemplated to be made available to Clearwire under this Agreement. The pro-ration of the Monthly Fee with respect to any change in the size or location of the GSA with respect to any amount of capacity will be based on the number of MHz per population made available to Clearwire as a result of such change as compared to the MHz per population contemplated to be made available under this Agreement (relying on the GSA map attached hereto as Exhibit B). In making either calculation, however, the J and K channels associated with the Channels following the Transition (as hereinafter defined) will not be considered to be unavailable to Clearwire as a result of any determination by Clearwire that such J and K channel capacity is not, at any given time, configurable or usable in a manner that is commercially useful to Clearwire, and the reduction in size of EBS lower or upper band channels from 6MHz to 5.5 MHz following the Transition will not be considered as a decrease in Clearwire's Capacity.

(c) **Prepaid Fee.** Within ten (10) business days of the date upon which the FCC grant of the FCC Long Term Lease Application becomes a Final Order, Clearwire will pay to Licensee the amount of Six Hundred Thirty-One Thousand Three Hundred Ninety-Five and 23/100 Dollars (\$631,395.23) (the "Prepaid Fee"). The Prepaid Fee will be made in two separate simultaneous payments: one payable to Licensee in the amount of Five Hundred Sixty Thousand Twenty Nine and 63/100 Dollars (\$560,029.63) and one payable to Dow Lohnes PLLC in the amount of Seventy One Thousand Three Hundred Sixty Five and 60/100 Dollars (\$71,365.60). Clearwire's obligation to pay the Prepaid Fee is subject to each of Licensee and Dow Lohnes PLLC delivering to Clearwire (i) a completed IRS Form W-9 (attached hereto as Exhibit A) and (ii) payment instructions in a form reasonably acceptable to Clearwire.

(d) **Refund of Prepaid Fee.** If this Agreement is terminated by reason of uncured default by Licensee during the first five (5) years of the Agreement, all or a portion of the Prepaid Fee will be refunded to Clearwire ("Refund"). The amount of the Refund will be equal to the Prepaid Fee distributed equally over five (5) years and adjusted on a pro rata basis to account for the remaining time between the date of the termination and the expiration of five (5) years following the Commencement Date. There will be no Refund if the termination occurs after the first day of the sixth (6th) year of the Agreement.

(e) **Payment Receipt Address.** Monthly Fee payments under this Agreement will be made to the following address, which may be changed by Licensee from time to time upon notice to Clearwire pursuant to this Agreement:

School Board of Pinellas County Florida
301 4th Street S.W.
Largo, FL 33770-2942
Attn: David Cook

3. EXCLUSIVITY AND RIGHT OF FIRST REFUSAL

(a) **Exclusivity.** During the Term, Licensee will not negotiate or contract with any third party to lease, sell, assign, transfer or use any of the capacity of the Channels or any option therefor. The foregoing notwithstanding, during the last six (6) months of the final Renewal Term, and during the Initial Term or any other Renewal Term following Clearwire's notice to Licensee that it has elected not to renew the Agreement, in accordance with Subsection 1(b), if any, Licensee may negotiate and contract with any third party with respect to any period following the end of this Agreement, so long as Licensee complies with the ROFR set forth in Subsection 3(b). Furthermore, nothing in this Agreement will be deemed to prohibit Licensee from utilizing Licensee's Reserved Capacity consistent with Section 5(c) or from negotiating and entering into any assignment of the License or transfer of control transaction that Licensee may undertake pursuant to Section 10.

(b) **Right of First Refusal ("ROFR").** During the Term and for the twenty-four (24) months following the expiration or termination of this Agreement (unless this Agreement is terminated as a result of Clearwire's default), and except with respect to any utilization of Licensee's Reserved Capacity consistent with Section 5(c), or any assignment of any of the Licenses or transfer of control transaction that Licensee may undertake without Clearwire's prior written consent pursuant to Section 10, Clearwire or Clearwire's designee will have a ROFR with respect to any and all bona fide offers, of any kind, received by Licensee to acquire any of the Licenses (if FCC Rules allow it and the Licensee desires to sell), lease or otherwise use any of the capacity on the Channels (or any part thereof) in any other manner, or to acquire an option to acquire, lease or otherwise use any of the capacity on the Channels (or any part thereof) from a third party which offer Licensee otherwise intends to accept. Licensee will notify Clearwire in writing of any such bona fide offer, including the terms of the offer, within thirty (30) days following Licensee's determination to accept the offer. Clearwire will notify Licensee within thirty (30) days following receipt of such notification if it is exercising its ROFR. In the event that Clearwire fails to exercise its ROFR, Licensee will have ninety (90) days from the expiration of Clearwire's thirty (30) day response period to enter into an agreement with the offeror on the same terms and conditions as were offered to Clearwire. If, within the ninety (90) day period, Licensee does not enter into a binding agreement with the offeror on the same terms and conditions as were offered to Clearwire, then Clearwire's ROFR will remain in effect pursuant to the terms stated in this Subsection. If, within the ninety (90) day period, Licensee enters into a binding agreement with the offeror on the same terms and conditions as were offered to Clearwire, then Clearwire's ROFR will terminate; provided, however, that should Licensee's agreement with the offeror be terminated within twenty-four (24) months after the expiration or termination of this Agreement, Clearwire's ROFR will be reinstated for the remainder of the twenty-four (24) month period or for a period of one hundred eighty (180) days, whichever is longer. The terms of any agreement between Clearwire (or its designee) and Licensee resulting from the exercise of Clearwire's ROFR will be ratified in a separate agreement. All materials exchanged under this ROFR are subject to the non-disclosure provisions of Section 14 of this Agreement.

(c) **Form of Consideration and Determination of Value.** Subject to, and without limiting Clearwire's rights described in Subsection 3(b), if the whole or any part of the consideration of the third party offer is in a form other than cash, then Clearwire may meet such non-cash consideration using cash, comparable non-cash consideration, or both in its acceptance notice. If Licensee does not accept Clearwire's offer of a cash substitute for the non-cash consideration, then Licensee must notify Clearwire in writing of Licensee's estimate of a fair cash substitute within fifteen (15) days after Licensee's receipt of Clearwire's acceptance notice. Licensee's failure to notify Clearwire of its estimate of a fair cash substitute within the prescribed fifteen (15) day period shall be deemed an acceptance of Clearwire's cash-substitute offer. If Licensee rejects Clearwire's cash-substitute offer, then Clearwire will have ten (10) days from receipt of Licensee's rejection to notify Licensee of its election to (i) adopt Licensee's stated cash value, or (ii) submit the valuation issue for determination by binding arbitration. In any case where the right to arbitrate is invoked, Clearwire's ROFR will remain open until thirty (30) days after Clearwire is notified of the arbitrators' decision, during which time Clearwire may revise its acceptance notice to adopt the arbitrators' findings or waive its ROFR with respect to the third party offer, provided that Licensee and third party execute a contract to implement the third-party offer within ninety (90) days of the end of Clearwire's thirty (30) day

time period to consider the arbitration decision. Licensee's failure to accept the third-party offer restores this ROFR.

(d) **Right to Participate.** Except in the event this Agreement terminates as a result of Clearwire's default, if Licensee decides to consider, issue or solicit bids, proposals or offers for the sale (if permitted by the FCC), assignment, transfer or use of any part or the whole of the Channels at any time before eighteen (18) months after the end of this Agreement, then Licensee will provide Clearwire with an opportunity no less favorable in timing or substance than the opportunity provided to any other entity: (i) to receive and/or submit bids, proposals and offers for the Channels; (ii) to receive information with respect to such bids, proposals, offers and counters thereto; (iii) to discuss any of the same with Licensee; (iv) to counter any such bids, proposals or offers; and (v) to be provided with copies (to the extent allowed by law) of all open bids, proposals, offers, counter-bids and counter-offers promptly after they are received by Licensee. This right to participate does not limit in any manner, and is in addition to, the ROFR set forth in Subsection 3(b).

4. FREQUENCY BAND TRANSITION

The FCC expects that most EBS and BRS licensees will transition their spectrum to a new spectrum plan pursuant to Sections 27.1230 through 27.1235 of the FCC's Rules within the time period specified by the FCC Rules (the "Transition"). Licensee and Clearwire acknowledge that the Transition involving the Channels has been completed and that Licensee has reached agreement with the entity initiating and/or overseeing the Transition of the Channels (the "Proponent") in connection with the Transition that satisfies Licensee's rights and interests in the transition of video services.

5. CAPACITY REQUIREMENTS AND USES

(a) **Clearwire Capacity.** Upon consent by the FCC to Clearwire's leasing of the Excess Capacity on the Channels, Clearwire will have the exclusive right to use all of the capacity under the Channels other than Licensee's Reserved Capacity ("Clearwire Capacity").

(b) **Licensee's Reserved Capacity.** The term "Licensee's Reserved Capacity" shall mean the capacity on the Channels that is required to be set aside for Licensee's use pursuant to FCC Rules, as the same may change from time to time. Consistent with FCC Rules, and as designated by Clearwire from time to time, Licensee's Reserved Capacity may be shifted or loaded on any Channel and/or other EBS or BRS channels that Clearwire controls in the Market, or portion thereof. If, in accordance with the foregoing sentence, Clearwire elects to shift or load Licensee's Reserved Capacity on any channels other than the Channels, then Clearwire shall ensure the authorized GSA(s) of the channel(s) to which the Licensee's Reserved Capacity is shifted or loaded substantially overlaps the GSA for the Channels. To the extent that Licensee's Reserved Capacity is determined as a percentage or portion of the digital capacity on the Channels, such capacity will be determined by Clearwire in accordance with the processes generally used by it to determine capacity use.

(c) **Use of Capacity.** Clearwire may use Clearwire Capacity in any manner and for any purpose that is lawful, in analog, digital or any other format, including those that may be authorized in the future by the FCC. Clearwire will use the Clearwire Capacity in compliance with FCC Rules and all other laws and regulations applicable to Clearwire's use of the Clearwire Capacity. Licensee may use Licensee's Reserved Capacity for any purpose that furthers the educational mission of an accredited school, college or university, including to satisfy the minimum educational use requirements for EBS channels pursuant to FCC Rules. Licensee may also rely on the use of Clearwire's products and services made available pursuant to Section 7 to satisfy such requirements. Licensee will not use Licensee's Reserved Capacity in any manner that would interfere with Clearwire's use or planned use of Clearwire Capacity or any other BRS or EBS spectrum, or violate FCC Rules, including rules relating to the prevention of interference to adjacent channels and markets. Licensee will provide Clearwire at least one hundred eighty (180) days advance notice prior to deployment of any facilities which use Licensee's Reserved Capacity. Licensee will promptly provide Clearwire with all engineering and other information requested by Clearwire concerning Licensee's planned use of Licensee's Reserved Capacity.

(d) **Section 27.1214(e) Amendments.** Pursuant to Section 27.1214(e) of the FCC's rules, on the date that is fifteen (15) years after the Effective Date and every five (5) years thereafter, Licensee will have a

period of sixty (60) days to request a review of its minimum educational use requirements, at which time the Parties will negotiate in good faith an amendment to this Agreement that accommodates any *bona fide* changes in educational needs, technology and other relevant factors affecting Licensee's Reserved Capacity requirements. Notwithstanding the foregoing, the following will apply to any such amendment: (i) with respect to Licensee and any Permitted End Users (defined below) for whom Clearwire has provided Internet Access Equipment (as defined in Subsection 7(b) below), Clearwire will make available any equipment, services or software upgrades that Clearwire makes generally available to Clearwire's retail customers subscribing to the same tier of service in the Market over BRS or EBS facilities; (ii) to the extent such amendment materially increases Clearwire's monthly costs either to operate its leased capacity or to meet Licensee's changed educational use requirements, the amendment may provide that such costs will be offset by a reduction in Clearwire's Monthly Fee for the remainder of the Term, a refund in an amount to be agreed upon by both Parties, or both; (iii) Clearwire may accommodate changes in Licensee's Reserved Capacity through any reasonable means available so as to avoid disruption to the advanced wireless services provided by Clearwire; and (iv) Clearwire will not be required to accommodate changes in Licensee's Reserved Capacity in a manner that has a negative economic impact on Clearwire or Clearwire's commercial operations under the Agreement.

(e) **Channel Swapping; Costs.** With the consent of Licensee, which consent will not be unreasonably withheld, conditioned, or delayed, Clearwire may require Licensee to enter into agreements to swap some or all of its Channels for other channels in the Market (the "**Swapped Channels**"), and in connection therewith file any necessary FCC applications to accomplish the swap, so long as there is no material difference in the operational capability or value of the Swapped Channels as compared to Licensee's previous Channels taking into account such factors as the GSA and the population therein. It is understood and agreed, however, that Licensee will not be required to consent to any channel swap of an Upper Band Channel or Lower Band Channel for a Middle Band Segment Channel (as defined below), or to any swap under which the Swapped Channels provide less contiguous spectrum licensed to Licensee than Licensee's previous Channels. Clearwire agrees to bear all costs and expenses associated with the implementation of channel swapping, including the reasonable out of pocket costs of Licensee's engineering consultants and attorneys.

(f) **Use of Middle Band Segment Channel.** Consistent with FCC Rules regarding channel loading, the Parties agree that after the Channels are subject to a Transition, and the FCC grants Licensee a Channel in the Middle Band Segment (the "**Middle Band Segment Channel**"), Clearwire may choose, at its option, to load all of Licensee's Reserved Capacity onto the Middle Band Segment Channel, with any remaining Excess Capacity on such Channel to be leased to Clearwire. Licensee agrees, at Clearwire's option, that the Middle Band Segment Channel may be used for low power advanced wireless services, provided such use is permitted under FCC Rules and provided such use does not result in interference to Licensee's Middle Band Segment Channel, or interference to other channels in the Middle Band Segment.

6. EQUIPMENT

(a) **Operation and Maintenance of Equipment.** Until the date that is ninety (90) days prior to commercial launch of Clearwire's wireless system in the Market (the "**Wireless System**"), Licensee may operate the transmission equipment currently in place for the Channels (the "**EBS Equipment**") at each transmission facility. If Licensee chooses to operate the EBS Equipment, Licensee will perform maintenance it deems appropriate on all such equipment at its own expense, subject to Clearwire's ultimate control as de facto transferee of the Channels. If Licensee chooses not to operate the EBS Equipment, then Clearwire may, as permitted by FCC Rules, cease all operations on the Channels and dismantle the EBS Equipment.

(b) **Dedicated Equipment Purchase Option.** In the event this Agreement expires or is terminated for any reason other than a default by Licensee, Licensee will have the option, upon giving notice to Clearwire within thirty (30) days of such expiration or termination, to purchase or to lease at Clearwire's option that portion of the transmission equipment (not including any tower rights) then in operation that is dedicated solely to transmission of Licensee's Reserved Capacity on the Channels (the "**Dedicated Equipment**"), or comparable equipment. The price for such equipment will be equal to the fair market value of the Dedicated Equipment at the time of Licensee's notice or, if comparable equipment is provided, Clearwire's cost in obtaining such equipment.

(c) **Shared Equipment Purchase or Lease Option.** In the event this Agreement expires or is terminated for any reason other than a default by Licensee, Licensee will have the option upon giving notice to Clearwire within thirty (30) days of such expiration or termination to purchase or lease at Clearwire's option any equipment owned by Clearwire and used in connection with the transmission of Licensee's Reserved Capacity on the Channels that is not Dedicated Equipment, or comparable equipment (not including any tower rights) (the "Shared Equipment"), at a price equal to the Shared Equipment's fair market value for such purchase or lease as applicable.

(d) **Post-Transition Operation of Equipment on the Channels.** Clearwire will construct, operate and maintain facilities for the Channels that provide transmission capability sufficient to satisfy minimum build-out or performance requirements applicable to EBS Channels under standards prevailing at any given time under FCC Rules.

7. ADVANCED WIRELESS SERVICES FOR PERMITTED END USERS.

(a) **Service Credits.** After commercial launch by Clearwire of its wireless services in the Market, Licensee may request at no cost to Licensee, via submission of an Order Form (as defined below), wireless broadband services and associated Internet Access Equipment, if any, for Permitted End Users that are located within Clearwire's then-serviceable area of the Wireless System. Clearwire will approve Licensee's Order Form, provided that such Order Form is consistent with the terms of this Agreement as well as the terms of use and service described in subsection (c) below. Such wireless services will be specified by Licensee and will be among Clearwire's standard retail service offerings in the Market with a value not to exceed the amounts per month set forth on the attached Schedule 2(a) ("Service Credits"). Any unused Service Credits may not be transferred, credited to a subsequent month or redeemed for cash and will expire on the last day of the month in which they are made available. Licensee must comply with all laws and obtain any necessary governmental permits or approvals, and third party approvals, which are necessary in order for Licensee to accept the wireless services and Internet Access Equipment for its Permitted End Users.

(b) **Definitions.** "Order Form" has the meaning set forth in the terms of service referenced in Subsection 7(c) below. "Internet Access Equipment" means the customer premises Internet access equipment package made generally available to Clearwire's retail customers in the Market, at the time Clearwire receives Licensee's Order Form, who subscribe to the same tier of wireless service over BRS or EBS capacity. "Permitted End Users" means Licensee itself and any educational institution or not-for-profit organization or site in the Market with whom Licensee is working in furtherance of its educational goals.

(c) **Terms of Use.** Licensee's ordering and use of the wireless services and Internet Access Equipment by Permitted End Users, will be governed by the acceptable use policy and terms of service, and such other policies of general applicability which apply to such services, which are subject to amendment and may be found at <http://www.clearwire.com> or such other URL as may be designated; provided, however, that financial terms contained in the terms of service will not apply to such services to Licensee or Permitted End Users that are provided free of charge pursuant to this Section 7. In addition to the foregoing policies, Clearwire may specify from time to time, in its sole discretion, reasonable procedures for the activation, addition, deletion or substitution of services to Licensee and Permitted End Users.

(d) **Equipment and Software.** For Licensee and any Permitted End Users for whom Clearwire has provided wireless services and/or Internet Access Equipment, Clearwire will make available any equipment, services or software upgrades that Clearwire makes generally available to Clearwire's retail customers subscribing to the same tier of service in the Market over BRS or EBS facilities. In the event that any equipment upgrade involves replacement of equipment, the replaced equipment will be returned to Clearwire or its designee and title to the replacement equipment will transfer to Licensee or its designee.

(e) **Title.** All equipment provided by Clearwire to Licensee as part of Internet Access Equipment for Permitted End Users will be the property of Licensee or its designee(s), free and clear of all liens and encumbrances, when paid in full (if any payment is required). Licensee will own, and be solely responsible for the maintenance and operation of, all Internet Access Equipment installed at Licensee's locations and receive sites, including the sites of its Permitted End Users.

8. INTERFERENCE CONSENTS

Licensee will enter into interference consents with third parties relating to the Channels ("Interference Consents"), as Clearwire reasonably requests and without any additional compensation, provided that such Interference Consents do not result in a reasonably foreseeable material degradation in the value of the Channels; and provided further that Interference Consents that involve fair and reciprocal rights and limitations for and on the operation of Licensee's facilities and the facilities of the other party in connection with system coordination inside GSAs and at GSA boundaries will not be deemed to cause material degradation in value. Clearwire will negotiate and draft the Interference Consents and make any consideration payments due to third parties under the Interference Consents. Licensee will not enter into or issue any Interference Consents without Clearwire's prior written consent.

9. APPLICATIONS, COSTS AND FEES

(a) **FCC Long Term Lease Application.** If not already on file, within five (5) business days of the Effective Date, Licensee shall either (i) file the FCC Form 602 Ownership Disclosure Information for the Wireless Telecommunications Services (the "Ownership Report") with the FCC and deliver to Clearwire evidence of such filing or (ii) complete the Ownership Report and authorize Clearwire to file such Ownership Report with the FCC. Provided that the Licensee has either filed the Ownership Report with the FCC or has delivered the completed Ownership Report to Clearwire and authorized Clearwire to file such report with the FCC, within ten (10) business days following the Effective Date and prior to consummating the transfer of *de facto* control of the Channels, the Parties agree to cooperate as required to prepare and file with the FCC all forms and related exhibits, certifications and other documents necessary to obtain the FCC's consent to this Agreement and satisfy the FCC's requirements for long term *de facto* lease approval as set forth in 47 C.F.R. § 1.9030(e) ("FCC Long Term Lease Application"). Each Party covenants and agrees that it will fully cooperate with the other, and do all things reasonably necessary to timely submit, prosecute and defend the FCC Long Term Lease Application, including responding to any petitions for reconsideration or FCC reconsiderations of the grant of the FCC Long Term Lease Application, and will promptly file or provide the other Party with all other information which is required to be provided to the FCC in furtherance of the transactions contemplated by this Agreement. The Parties will disclose in the FCC Long Term Lease Application the automatic extension of the Term upon the renewal of the Licenses. The Parties further covenant and agree to include a request in any License renewal application, or separately request, as necessary, an extension of the lease approval for the renewal term of the License (or until the end of the final Renewal Term of this Agreement, if shorter), if this Agreement contemplates renewal of this Agreement for or during any part of such License renewal term. To the extent Licensee is required to file this Agreement with the FCC, the Licensee shall first notify and consult with Clearwire, and will to the extent permitted by the FCC redact all information from the Agreement which Clearwire reasonably designates as confidential including, but not limited to, all payment information.

(b) **Application Preparation.** In addition to the obligations in Section 9(a), Clearwire will prepare and submit all applications, amendments, petitions, requests for waivers, and other documents necessary for the proper operation of Clearwire Capacity and permitted to be submitted by Clearwire under FCC Rules. Licensee, with assistance from Clearwire, will prepare and submit all lawful applications, amendments, petitions, requests for waivers, and other documents necessary for the modification, maintenance and renewal of the Licenses or reasonably requested by Clearwire that may only be filed by Licensee under FCC Rules. The Parties will cooperate in the preparation and submission of all lawful applications, amendments, petitions, requests for waivers, and other documents necessary to secure any FCC approval, consent or other action required to effectuate this Agreement.

(c) **Application Costs.** Clearwire will, at its own expense, prepare all applications, notices, certificates, exhibits, consent agreements, approvals or authorizations that Clearwire submits to the FCC or seeks to have Licensee submit to the FCC pursuant to the Agreement. Clearwire will also promptly pay or reimburse Licensee for its reasonable, documented out-of-pocket costs for renewal of the Licenses and any other filings requested or required of Licensee by the FCC to hold the Licenses and provide Clearwire Capacity to Clearwire, and in connection with activities undertaken by Licensee in response to any request by Clearwire under this Agreement; provided, however, that Licensee shall not seek reimbursement for any cost or expense in excess of \$500 unless such cost or expense is approved by Clearwire, which approval shall not be unreasonably withheld. In addition, Clearwire will pay any FCC filing fees associated with the Licenses.

(d) **Regulatory Fees/Transition Reimbursements.** Clearwire will pay any federal regulatory fees associated with the Licenses upon receipt of notice from the FCC that such fees are due, or upon receipt of at least thirty (30) days advance written notice from Licensee that such fees are due in the event that notice is sent to Licensee. Clearwire will also pay any Transition reimbursements required by FCC Rules to be paid to the Proponent.

10. TRANSFERS OR ASSIGNMENTS

Subject to Subsections 16(f)-(g), neither Clearwire nor Licensee may assign or transfer its rights and/or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Parties agree as follows:

(a) Clearwire may, without the prior consent of Licensee: (i) assign any of its rights under this Agreement as collateral; or (ii) sell, assign, sublease, delegate or transfer this Agreement or any of its rights or obligations hereunder to any affiliate of Clearwire or any entity that acquires or otherwise merges with Clearwire or its affiliates, or to any entity with the capability to perform the obligations of Clearwire hereunder.

(b) Licensee may, without the prior consent of Clearwire transfer control or assign the Licenses for the Channels and this Agreement to any public institution or agency or to any bona fide local private educational institution with students actually enrolled in local classroom instruction (except for any such public or private educational institution that is an Affiliate of a national EBS licensee), subject to such transferee's or assignee's agreement to be bound by the terms of this Agreement. For purposes of the foregoing sentence, "Affiliate" means, with respect to any national EBS licensee, any other person or entity that, directly or indirectly, alone or through one or more intermediaries, controls, is controlled by or is under common control with such national EBS licensee. For purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of a person or entity, directly or indirectly, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

(c) Each Party shall also be entitled, without the consent of the other Party, to undertake a pro forma assignment or transfer of this Agreement.

11. TERMINATION OF AGREEMENT

(a) This Agreement will automatically terminate with respect to any License or affected Channel(s) upon the earlier of: (i) a FCC Final Order denying any application for approval of this Agreement including any extensions of the Term thereof; (ii) the loss or expiration without renewal of the License; (iii) an FCC Final Order revoking, terminating or canceling the License; or (iv) Clearwire's acquisition of the License or some of the Channels pursuant to an agreement between Clearwire and Licensee.

(b) This Agreement may be terminated by either Party upon material breach of the other Party, provided that the breaching Party shall be provided with written notice by the non-breaching Party of the alleged grounds for the breach and allowed a thirty (30) day period for cure following such notice; provided, however, that in the event of a breach other than a failure to make payments due under this Agreement, if the breaching Party proceeds with reasonable diligence during such thirty (30) day period and is unable, because of circumstances beyond its control or because of the nature of the breach, to cure the breach within such applicable time period, the time for cure shall be extended, but in no event beyond one hundred eighty (180) days after receipt of written notice from the non-breaching Party. Notwithstanding the foregoing, in the event that an FCC order that is effective and not stayed requires termination of this Agreement, this Agreement may be terminated by either Party within the time frame for notice and termination required by the FCC.

(c) Licensee may terminate this Agreement pursuant to Subsection 16(b).

(d) Either Party may terminate this Agreement if an FCC Final Order approving the FCC Long Term Lease Application has not occurred within twelve (12) months following the Effective Date.

(e) The Parties will notify the FCC of the termination of this Agreement with respect to any License or any of the Channels within ten (10) calendar days following the termination.

(f) Except as expressly set forth in this Agreement, upon the expiration or termination of this Agreement, each Party will pay its own fees and expenses related to this Agreement and the transactions contemplated herein, and the Parties will have no further liability to each other except by reason of any breach of this Agreement occurring prior to the date of expiration or termination. Any termination or expiration of this Agreement, regardless of cause, will not release either Licensee or Clearwire from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination. The general and procedural provisions of this Agreement, which may be relevant to enforcing the obligations or duties of the Parties, as well as any other provisions that by their terms obligate either Party following expiration or termination, will survive the expiration or termination of this Agreement until the obligations or duties are performed or discharged in full.

12. REVENUES AND EXPENSES

Each Party will pay its own expenses incident to any amendments or modifications to the Agreement, including, but not limited to, all fees and expenses of their respective legal counsel and any engineering and accounting expenses. Clearwire is entitled to one hundred percent (100%) of the revenue generated from the use of the Clearwire Capacity.

13. COMPETITION

Licensee agrees that it will not, during the Term of this Agreement, use Licensee's Reserved Capacity to compete with Clearwire and/or its affiliates in any business activity or business or service offering in the GSA of the Channels. Nothing in this section prohibits Licensee from (i) leasing the capacity of the Channels to a third party after the termination or expiration of this Agreement if (X) the capacity is being used solely to undertake noncommercial activities advancing Licensee's educational purposes or (Y) Licensee has complied with the ROFR provisions in Section 3(b), (ii) using the Service Credits, or any Internet Access Equipment acquired thereby, to provide educational services to itself or other schools, colleges, universities or other governmental or nonprofit entities for purposes of satisfying the Licensee's minimum educational use requirements for EBS channels under FCC Rules, or (iii) leasing other EBS channels licensed to Licensee or other spectrum to any other party for any purpose.

14. CONFIDENTIALITY AND NON-DISCLOSURE

(a) **Confidentiality of the Terms of this Agreement.** The terms of this Agreement that are not otherwise required to be disclosed to the FCC in support of the lease applications or notices submitted to the FCC will be kept strictly confidential by the Parties and their agents, which confidentiality obligation will survive the termination or expiration of this Agreement for a period of two (2) years. The Parties may make disclosures as required by law (including as required or appropriate to be disclosed by Clearwire pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules), and to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform obligations under the Agreement, provided, however, that the Parties will cause all Agents to honor the provisions of this Section. In addition, Clearwire may disclose this Agreement to its affiliates, strategic partners, actual or potential investors, lenders, acquirers, merger partners, and others whom Clearwire deems in good faith to have a need to know such information for purposes of pursuing a transaction or business relationship with Clearwire, so long as Clearwire secures an enforceable obligation from such third party to limit the use and disclosure of this Agreement as provided herein. The Parties will submit a confidentiality request to the FCC in the event the FCC seeks from the Parties a copy of this Agreement or any other confidential information regarding its terms.

(b) **Non-Disclosure of Shared Information.** As used herein, the term "Information" shall mean all non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. The term Information does not include information which: (i) has been or becomes

published or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third party; (ii) prior to disclosure hereunder, is property within the legitimate possession of the receiving Party which can be verified by independent evidence; (iii) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of the third party's or the receiving Party's rights to disseminate the information and without notice of any restriction against its further disclosure; or (iv) is independently developed by the receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence. During the Initial Term or any Renewal Term of this Agreement, the Parties may be supplying and/or disclosing to each other Information relating to the business of the other Party. The Information will, during the Initial Term and any Renewal Term of this Agreement, and for a period of three (3) years after the termination or expiration of the Agreement, be kept confidential by the Parties and not used for any purpose other than implementing the terms of this Agreement. The receiving Party will be responsible for any improper use of the Information by it or any of its Agents. Without the prior written consent of the disclosing Party, the receiving Party will not disclose to any entity or person the Information, or the fact that the Information has been made available to it, except for disclosures required by law, including Information as required or appropriate to be disclosed by Clearwire pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules. Each person to whom Information is disclosed must be advised of its confidential nature and must agree to abide by the terms of this Subsection.

(c) **Compliance with Florida Public Records Law.** Licensee's obligations under this Section 14 are subject and subordinate to Licensee's obligations under, and compliance with, Florida's Public Records Act, Sec. 119.01 *et seq.* Fla. Stat.

15. ASSUMPTION OF LIABILITIES

Neither Party is assuming or will be responsible for any of the other's liabilities or obligations (including but not limited to customer obligations) except as required by the FCC and this Agreement.

16. FCC-MANDATED LEASING ARRANGEMENT OBLIGATIONS

(a) Licensee and Clearwire are familiar with the FCC Rules affecting spectrum leasing and the provision of EBS, the Communications Act of 1934, as amended ("**Communications Act**"), the Code of Federal Regulations, and all other applicable FCC Rules, and agree to comply with all such laws and regulations.

(b) Clearwire assumes primary responsibility for complying with the Communications Act, and any FCC Rules that apply to the Channels and Licenses, and the Agreement may be revoked, cancelled or terminated, in accordance with Section 11, by Licensee or by the FCC if Clearwire fails to comply with applicable laws and regulations.

(c) Neither Licensee nor Clearwire will represent itself as the legal representative of the other before the FCC or any party, but will cooperate with each other with respect to FCC matters concerning the Licenses and the Channels.

(d) If any License is revoked, cancelled, terminated or otherwise ceases to be in effect, Clearwire has no continuing authority or right to use the leased spectrum unless otherwise authorized by the FCC.

(e) The Agreement is not an assignment, sale or transfer of any License itself.

(f) The Agreement will not be assigned to any entity that is ineligible or unqualified to enter into a spectrum leasing arrangement under the FCC Rules.

(g) Licensee will not consent to an assignment of a spectrum leasing arrangement unless such assignment complies with applicable FCC Rules.

(h) Licensee and Clearwire must each retain a copy of the Agreement and make it available upon request by the FCC, in accordance with the confidentiality provisions in Section 14.

17. LICENSEE'S AUTHORIZATIONS

Licensee will use its best efforts to maintain in full force and effect through the Term the Licenses and any associated authorizations for the Channels, and will remain eligible under the FCC Rules to provide the Clearwire Capacity. Licensee will use best efforts to renew the Licenses, and will not commit any act, engage in any activity, or fail to take any action that could reasonably be expected to cause the FCC to impair, revoke, cancel, suspend or refuse to renew any of the Licenses.

18. REPRESENTATIONS AND WARRANTIES

(a) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that: (i) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms; and (iv) its execution of and performance under this Agreement will not violate any applicable existing regulations, FCC Rules, statutes or court orders of any local, state or federal government agency, court or body, or any of its existing contractual obligations.

(b) **Licensee's Representations and Warranties.** Further, Licensee represents and warrants to Clearwire that: (i) each of the Licenses is in effect, (ii) Licensee's operations and activities pursuant to the Licenses, if any, are being conducted in material compliance with all FCC Rules, (iii) no person other than Licensee has any right, title or interest in or claims to any of the Licenses, and (iv) there is no proceeding now pending or to the knowledge of Licensee, threatened against the Licensee before any local, state or federal regulatory body with respect to any of the Licenses, or any acts or omissions by Licensee or its agents, as of the Effective Date, that could have a material, adverse effect on any of the Licenses.

19. [INTENTIONALLY DELETED]

20. MISCELLANEOUS

(a) **Cooperation.** The Parties will take such further action and execute such further assurances, documents and certificates as either Party may reasonably request to effectuate the purposes of this Agreement.

(b) **Notices.** Any notice required to be given by one Party to the other under this Agreement will be delivered using a reliable national express overnight delivery service and will be effective upon receipt. All notices will be delivered to Licensee and Clearwire at the mailing addresses specified at the end of this Agreement. Either Party may change its addresses for receipt of notice or payment by giving notice of such change to the other Party as provided in this Section.

(c) **Force Majeure.** Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably anticipated by the non-performing Party and that cannot be reasonably avoided or overcome; provided that the non-performing Party gives the other Party prompt written notice of such cause, and in any event, within fifteen (15) calendar days of its discovery.

(d) **Independent Parties.** None of the provisions of this Agreement will be deemed to constitute a partnership, joint venture, or any other such relationship between the Parties, and neither Party will have any authority to bind the other in any manner. Neither Party will have or hold itself out as having any right, authority or agency to act on behalf of the other Party in any capacity or in any manner, except as may be specifically authorized in this Agreement.

(c) **Specific Performance.** Licensee acknowledges that the Licenses and Channels subject to this Agreement are unique and the loss to Clearwire due to Licensee's failure to perform this Agreement could not be easily measured with damages. Clearwire will be entitled to injunctive relief and specific enforcement of this Agreement in a court of equity without proof of specific monetary damages, but without waiving any right thereto, in the event of breach of this Agreement by Licensee.

(f) **Applicable Law and Venue.** The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflict of laws. Each Party hereto irrevocably consents to the exclusive jurisdiction and venue of the Circuit Court for Pinellas County, Florida, or the Federal District Court of the Middle District of Florida, Tampa Division, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Florida for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue or process.

(g) **Attorneys' Fees.** If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing Party will be entitled to recover from the other its reasonable attorneys' fees and costs, as determined by the court hearing the action.

(h) **Severability.** If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, unless continued enforcement of the provisions frustrates the intent of the Parties.

(i) **No Waiver.** No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right. Failure to enforce any right under this Agreement will not be deemed a waiver of future enforcement of that or any other right.

(j) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument. Original signatures transmitted by facsimile will be effective to create such counterparts.

(k) **Headings.** The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

(l) **Construction.** The Parties and their respective counsel have negotiated this Agreement. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement or otherwise.

(m) **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter addressed, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, between the Parties or any of their affiliates regarding this subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of each of the Parties. Each of Licensee, Clearwire, and Clearwire Affiliate agree that, effective as of the Commencement Date, this Agreement shall supersede and replace the Original Lease. Neither Licensee, nor Clearwire, nor Clearwire Affiliate shall have any further obligations under the Original Lease and each of Licensee, Clearwire and Clearwire Affiliate hereby releases each of the other parties from any and all claims, known or unknown, that such party has or may have arising out of or related to the Original Lease.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement each as of the date written below its signature hereto.

AGREED TO:

CLEARWIRE SPECTRUM HOLDINGS III LLC

**SCHOOL BOARD OF PINELLAS COUNTY
FLORIDA**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Notice Address for Clearwire:

Notice address for Licensee:

Clearwire Spectrum Holdings III LLC
4400 Carillon Point
Kirkland, WA 98033
Attn: Hope Cochran, Vice President
Fax: (425) 216-7776

School Board of Pinellas County Florida
301 4th Street S.W.
Largo, FL 33770-2942
Attn: David Cook
Fax: 727-588-6437

With a copy to:

With a copy to:

Clearwire Spectrum Holdings III LLC
4400 Carillon Point
Kirkland, WA 98033
Attn: Legal Department
Fax: (425) 216-7776

Dow Lohnes PLLC
1200 New Hampshire Avenue, NW, Suite 800
Washington, DC 20036-6802
Attn: Todd D. Gray
Fax: (202) 776-4571

Approved as to form:


Office of General Counsel

Solely for the purposes of agreeing to and acknowledging Section 20(m) regarding the termination of the Original Lease.

SPRINT (BAY AREA), LLC

By: Clearwire XOHM LLC
Its: Manager

By: Clearwire Communications LLC
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 2(a)

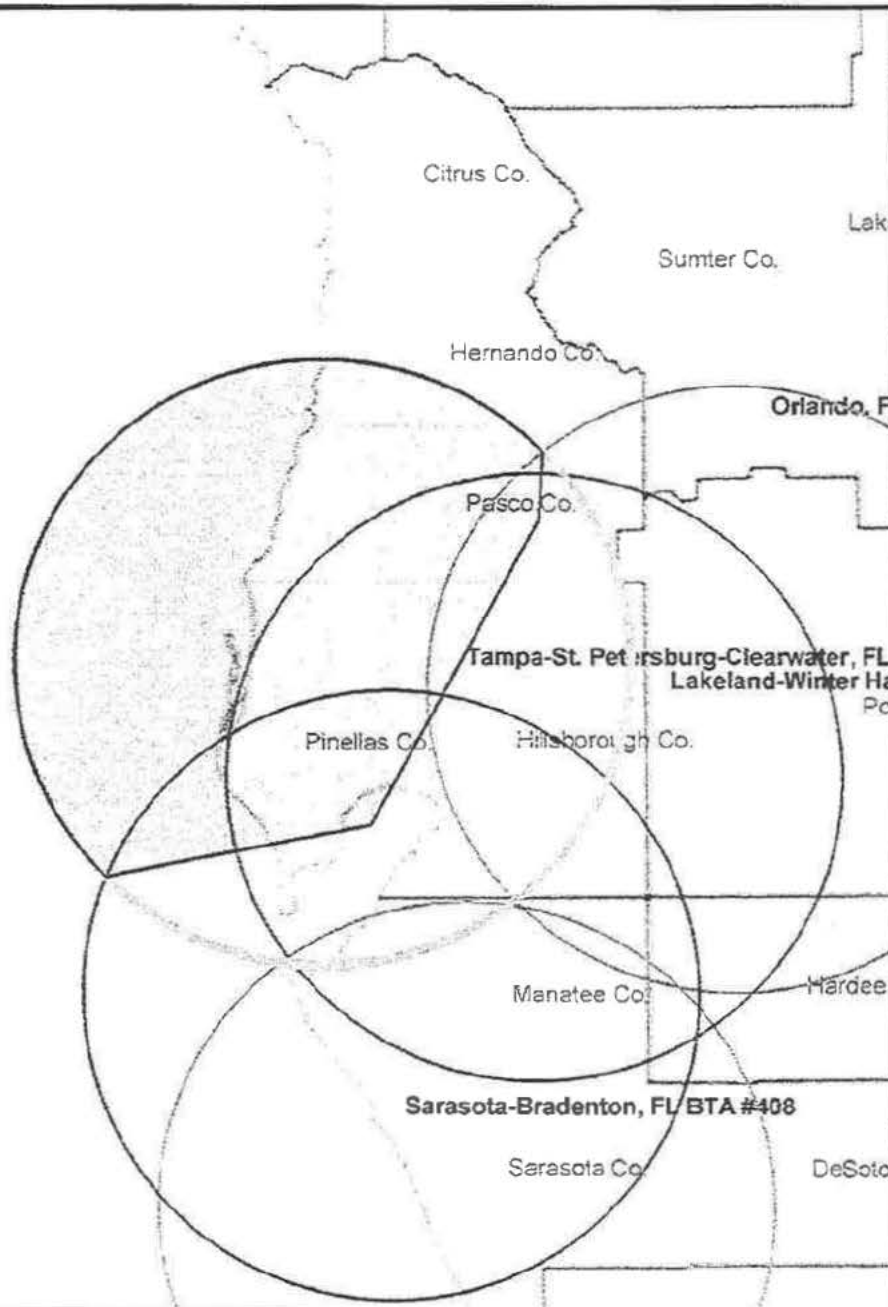
Monthly Fee and Monthly Service Credit Schedule

	Monthly Fee	Monthly Service Credit
Year 1	\$ 29,296.74	\$ 1,000.00
Year 2	\$ 30,175.64	\$ 1,030.00
Year 3	\$ 31,080.91	\$ 1,060.90
Year 4	\$ 32,013.34	\$ 1,092.73
Year 5	\$ 32,973.74	\$ 1,125.51
Year 6	\$ 33,962.95	\$ 1,159.27
Year 7	\$ 34,981.84	\$ 1,194.05
Year 8	\$ 36,031.29	\$ 1,229.87
Year 9	\$ 37,112.23	\$ 1,266.77
Year 10	\$ 38,225.60	\$ 1,304.77
Year 11	\$ 39,372.37	\$ 1,343.92
Year 12	\$ 40,553.54	\$ 1,384.23
Year 13	\$ 41,770.15	\$ 1,425.76
Year 14	\$ 43,023.25	\$ 1,468.53
Year 15	\$ 44,313.95	\$ 1,512.59
Year 16	\$ 45,643.37	\$ 1,557.97
Year 17	\$ 47,012.67	\$ 1,604.71
Year 18	\$ 48,423.05	\$ 1,652.85
Year 19	\$ 49,875.74	\$ 1,702.43
Year 20	\$ 51,372.01	\$ 1,753.51
Year 21	\$ 52,913.17	\$ 1,806.11
Year 22	\$ 54,500.57	\$ 1,860.29
Year 23	\$ 56,135.58	\$ 1,916.10
Year 24	\$ 57,819.65	\$ 1,973.59
Year 25	\$ 59,554.24	\$ 2,032.79
Year 26	\$ 61,340.87	\$ 2,093.78
Year 27	\$ 63,181.09	\$ 2,156.59
Year 28	\$ 65,076.53	\$ 2,221.29
Year 29	\$ 67,028.82	\$ 2,287.93
Year 30	\$ 69,039.69	\$ 2,356.57

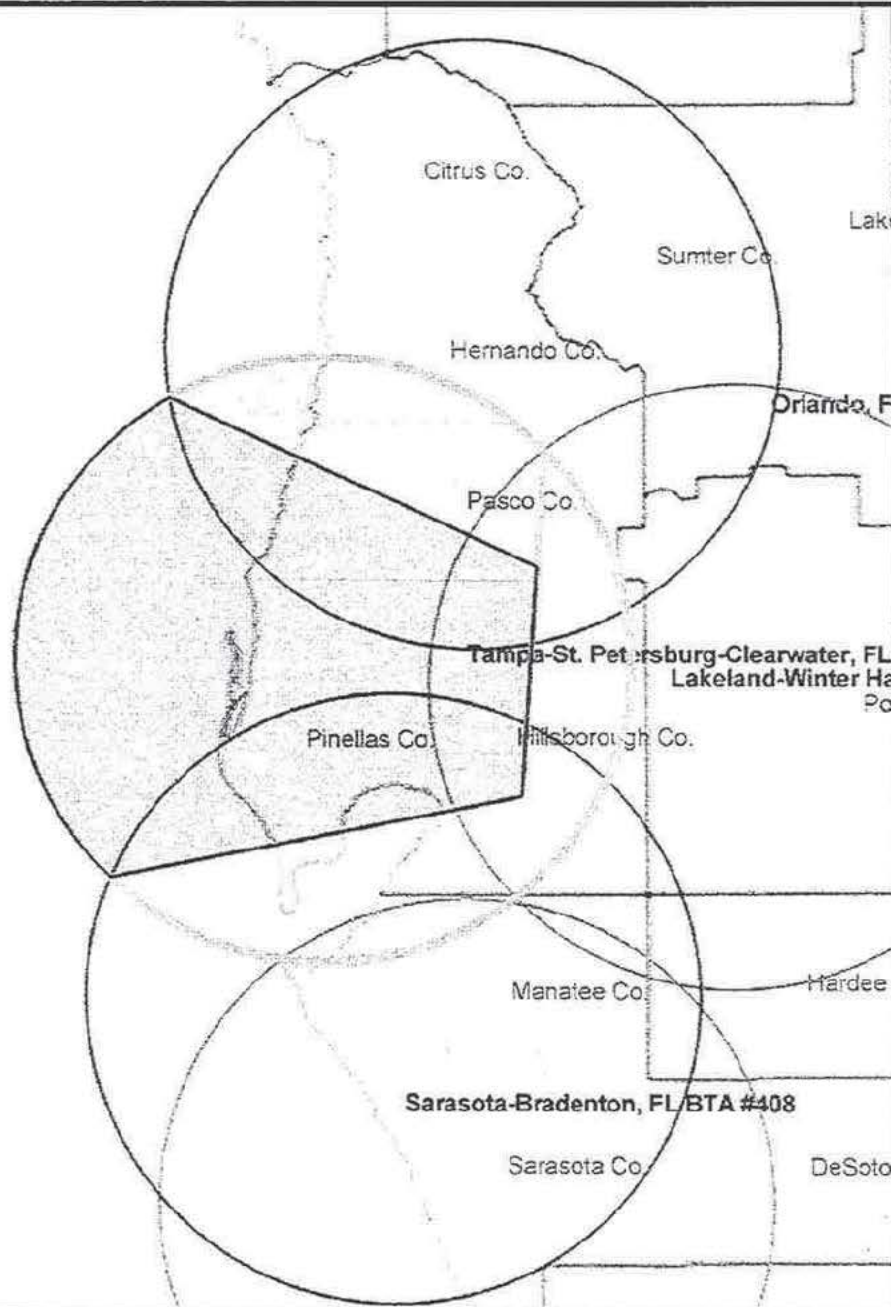
EXHIBIT A
IRS Form W-9

EXHIBIT B

WLX226 and WLX227 GSA Maps



EDX SignalPro™: WLX226 GSA map	
	WLX226 Clearwater, FL D1/4 GSA
	WLX226 Clearwater, FL D1/4 PSA
	WHR736 Riverview, FL D1-4 PSA
	WLX724 Bradenton, FL D1-4 PSA
	WLX270 Lakeland, FL D1-4 PSA
	WNC980 Venice, FL D1-4 PSA
Notes People/ Housing Units totals 2005 U.S. Census estimates data: Within WLX226 GSA ch. D1/4: 1,929,062/ 940,643	
MILES -5 0 20	
www.kga.bz KESSLER AND GEHMAN ASSOCIATES, INC. TELECOMMUNICATIONS CONSULTING ENGINEERS 507 N.W. 60th Street, Suite C, Gainesville, Florida 32607 Jeffrey C. Gehman (jeff@kga.bz) Phone 352-332-3157	
GSA Map & Population Counts WLX226 Clearwater, FL D1/4	
20100208	Exhibit 1



EDX SignalPro™: WLX227 GSA map

WLX227 St Petersburg, FL A1 GSA
 WLX227 St Petersburg, FL A4 GSA
 WLX227 St Petersburg, FL A1/4 PSA
 WHR838 Bradenton, FL A1-4 PSA
 WHR749 Brooksville, FL A1 PSA
 WLX275 Lakeland, FL A1-4 PSA
 WNC778 Venice, FL A1-4 PSA

Notes

People/ Housing Units totals
 2005 U.S. Census estimates data:
 Within WLX227 GSA ch. A1: 2,055,023/ 994,927
 Within WLX227 GSA ch. A4: 2,212,080/ 1,063,044

MILES

-5 0 20

KGa

www.kga.bz

KESSLER AND GEHMAN

ASSOCIATES, INC.
 TELECOMMUNICATIONS CONSULTING ENGINEERS
 507 N.W. 60th Street, Suite C, Gainesville, Florida 32607
 Jeffrey C. Gehman (jeff@kga.bz) Phone 352-332-3157

GSA Map & Population Counts

WLX227 St Petersburg, FL A1/4

20100208

Exhibit 1